



COUNTY OF SAN DIEGO • DEPARTMENT OF PLANNING AND LAND USE

MODEL HOME AGREEMENT

(San Diego County Zoning Ordinance, Section 6116)

This agreement, made and entered into this _____ day of _____, _____ hereafter referred to as "Owner", and the County of San Diego, a political subdivision of the State of California, hereinafter referred to as "County":

WITNESSETH

WHEREAS the Owner represents that he is the owner of certain land located in the County of San Diego, State of California; and

WHEREAS the Owner has submitted plans for the development of such land to the County of San Diego; and

WHEREAS Tentative Subdivision Map No. _____ has been approved by the Planning Commission or the Board of Supervisors, and the Final Map No. _____ thereof recorded; or if a Final Map has not been recorded, a Final Map has been filed with the County Engineer for approval and approved by him as to conformance with the Tentative Subdivision Map; and

WHEREAS pursuant to San Diego County Zoning Ordinance Section 6116, a Site Plan showing model homes, real estate sales office(s), off-street parking facilities and other appurtenances has been submitted to and approved by the Director of Planning; and

WHEREAS the Owner and the County desire that all model homes or other structures sold in this County be compatible with the building standards established by this County, NOW
THEREFORE

IT IS AGREED by and between the Owner and the County as follows:

1. AUTHORITY. THIS IS AN AGREEMENT made pursuant to the San Diego County Zoning Ordinance, Section 6116, hereinafter referred to as Section 6116.
2. TERM. THIS AGREEMENT shall take effect on _____, 20 _____, and all uses authorized by this agreement and Section shall be terminated not later than 30 months after issuance of building permits therefore.
3. EXTENSION. ALL uses authorized by this agreement and Section 6116 shall be terminated not later than 30 months after the issuance of building permits therefore, unless a written request for extension of time has been submitted to and approved by the Director of Planning prior to the expiration of said 30 months,.

4. REMOVAL AND RESTORATION. Within thirty days of the expiration of said thirty months of extension thereof, all temporary buildings and structures and related improvements other than model homes constructed within the subdivision or proposed subdivision referred to herein shall be completely removed from the premises by the owner; and said owner shall have restored all model homes to a condition suitable for sale for residential occupancy, including reconversion of any garage to a condition suitable for the storage of private vehicles or the provision by other means of required off-street parking.

5. ASSUMPTION OF RISK. Owner assumes all risks inherent in construction within the subdivision or proposed subdivision described in this agreement and Section 6116 prior to recordation of a Final Map, and agrees to abide by all conditions set forth in Section 6116, prior to the sale of any model home.

6. AUTHORIZED TEMPORARY USES. Subject to the provisions of Section 6116, the following temporary uses are permitted in the subdivision or proposed subdivision referred to herein:

- (a) Model homes in a number not to exceed that necessary to provide one example of each dwelling type being offered in the residential development. The number of model homes allowed shall not exceed the number necessary to provide one example of each dwelling type being offered in the development.
- (b) Real estate sales office facilities for the purpose of promoting the sale or rental of dwellings on lots, or both, which are located within the same residential development or proposed subdivision. A temporary real estate sales office facility may be located adjacent to the residential development to which it is incidental in compliance with all of the other provisions of Section 6116.
- (c) Off-street parking facilities.
- (d) Children's play area, landscaping and landscape features such as walkways, pools, benches, walls, fencing, and similar appurtenant features of a non-commercial nature.

7. FINAL MAP RECORDATION. Owner further agrees that in the event the Final Subdivision Map as referenced above, which includes the property whereon uses authorized by Section 6116 are located is not recorded prior to expiration of Tentative Map No. _____ (see reference above), all buildings and structures and related improvements, including model homes constructed within the proposed subdivisions, shall be completely removed from the premises and the site restored to a clean and safe condition within ninety days from the date of expiration of the Tentative Map.

8. FAILURE TO REMOVE. If all buildings and structures and related improvements are not removed as herein required, they may be removed or demolished, and the site restored by the County without further notice.

9. BOND. Owner shall, prior to the erection of any model home and in conjunction with this agreement, post with the County a bond in the amount of \$_____. Said amount will be an amount sufficient to defray any expense incurred by the County in either restoration or conversion of the model homes to a condition suitable for sale for residential occupancy, or in the complete removal or demolition of said buildings, structures, improvements and site restoration.

10. RELEASE. Upon satisfactory removal or conversion of the concerned uses, buildings and structures, the bond or cash deposit shall be released to Owner or person legally entitled thereto.

11. LEGAL DESCRIPTION. The property subject to this agreement is described in Exhibit A which is attached hereto and by this reference incorporated herein.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day first above written.

COUNTY OF SAN DIEGO

By _____
